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Director

County of Los Angeles
Department of Animal Care and Control
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 26, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

29 June 26, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**DELEGATE AUTHORITY TO ENTER INTO
STANDARD SERVICE AGREEMENTS WITH THE CITIES OF
AZUSA, MONTEREY PARK, AND TEMPLE CITY
AND OTHER CITIES AS NEEDED
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval of the recommended action will provide the Department of Animal Care and Control with the authority to execute standard service agreements (including renewal contracts) with the Cities of Azusa, Monterey Park, and Temple City, and other cities as needed.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Animal of Animal Care and Control to execute standard service agreements and renewal contracts with the Cities of Azusa, Monterey Park, and Temple City for periods not to exceed five (5) years.
2. Authorize the Director of Animal Care and Control to execute standard services agreements and renewal contracts with additional cities, subject to prior written notification of the Board of Supervisors and the Chief Executive Office no less than 30 days prior to the planned start date of such service, utilizing a standard agreement format substantially similar to the above reference service agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Cities of Azusa, Monterey Park, and Temple City are currently serviced by the San Gabriel Valley Humane Society and have requested animal care services to be delivered by the County of Los Angeles Department of Animal Care and Control (Department). The Department, in consultation with the three proposed cities and the San Gabriel Valley Humane Society, has estimated the addition of these three cities would result in approximately 250 impounded animals and 325 field service hours per month.

On August 18, 2009, the Board approved a new standard agreement format and annual service level change process, authorizing the Director of Animal Care and Control to execute renewals or amendments to existing agreements with client contract cities for periods not to exceed five years. In addition, this action authorized the Director to annually amend the service level request of the standard agreement during the contract term to adjust or confirm desired service levels with the client contract cities.

Other jurisdictions periodically contact the Department regarding the provision of animal control services such as animal license canvassing, sheltering, and supplementary field services. Delegated authority to execute a standard service agreement to provide such services, upon advance written notification of the Board of Supervisors and Chief Executive Office, will provide the Department with additional flexibility in responding to such requests.

Implementation of Strategic Plan Goals

The recommended action supports the Countywide Goal of Operational Effectiveness through ensuring the timely delivery of services to the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

Client contract cities reimburse the Department monthly for services rendered. Additional appropriation and positions, offset by revenue, would be requested through the budgetary process. No additional net County cost is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed sample contract city agreement (Attachment 1) has been approved as to form by County Counsel. The term of each agreement will not exceed five (5) years. Attachment 1A to the sample contract city agreement outlines each city's annual service level request.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Client contract cities are generally billed on an hourly basis for field, license canvassing, and other specialized services. Shelter services are billed based on the animals impounded from within a city's jurisdiction. The Department will only agree to provide enhanced defined field service levels for a particular city if existing additional resources are available to provide such service. The level of services provided to the County's unincorporated communities will not be adversely affected as a result of any long-term service level enhancements provided to these cities.

The animals impounded from these cities will be housed at the Baldwin Park and Downey Animal Care Centers. Efforts to enhance adoption, fostering, or transport at both of these facilities will be

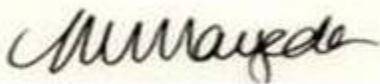
critical in the daily management of the animal population. The Department is seeking additional opportunities to partner with other organizations to promote the adoption of shelter animals.

The proximity of these cities to the County's unincorporated communities and other cities serviced by the Department will provide opportunities to enhance the timely delivery of services to the greater geographic area. The addition of field officer resources will reduce the response time for priority calls during peak staffing periods. The Department would carefully monitor the addition of these contract cities and report to the Board as needed to provide relevant updates with regard to service impacts.

CONCLUSION

Please return one adopted copy of this letter to the Department of Animal Care and Control.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "M Mayeda", is centered on a light yellow rectangular background.

MARCIA MAYEDA

Director

MM:DD:in:rm

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

(SAMPLE)

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

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COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF _____

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF _____

THIS AGREEMENT is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as County, and the CITY OF _____, hereinafter referred to as City.

RECITALS

- a. The City is desirous of contracting with the County for the performance of animal care and control functions described herein by the County.
- b. The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this Agreement.
- c. Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51300 et seq. of the Government Code of the State of California.

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the County Department of Animal Care and Control, to provide general animal care and control services within the corporate limits of the City to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the County under the Charter of the County and the Statutes of the State of California and under the municipal codes of the City. The County will provide services in accordance with the provisions of Title 10, Animals of the Los Angeles County Code, and all amendments thereto, except as otherwise agreed by the parties in the attached Service Level Request

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the County, the standards of performance, the discipline of officers and staff, and the matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the

minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the County and the City.

- 2.3 With regard to Sections 2.1 and 2.2, the County, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All City employees who work in conjunction with the County's Department of Animal Care and Control pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the City and County. To the extent the County provides the City with animal licensing services, City employees or their agents shall not perform any function related to the licensing of animals, including collection of license fees, penalties, or field enforcement fees, except as otherwise agreed to by the parties in the attached Service Level Request of other prior written agreement. Field enforcement fees will only be collected for services performed by employees of the Los Angeles County Department of Animal Care and Control.
- 2.5 For the purpose of performing services and functions, pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a contracted officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and in a municipal function.
- 2.6 The contracting City shall not be called upon to assume any liability for the direct payment of any County Department of Animal Care and Control salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Services Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the County Department of Animal Care and Control.
- 3.2 The City agrees to complete a Service Level Request form annually (Attachment A) and the level of service to be provided and contract sum shall be signed and authorized by the City and the County Department of Animal Care and Control or his/her designee and shall be attached to this contract as an amendment.
- 3.3 The City may request a change in level of service and complete an additional Service Level Request form and submit such form to the County Department of Animal Care and Control. The revised level of service to be provided and contract sum shall be signed and authorized by the City and the County Department Animal Care and Control or his/her designee and attached to this contract as an amendment to the level of service and the contract sum.
- 3.4 The City is not limited to the foregoing services indicated, but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of Animal Care and Control to provide.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and

hereby made a part of and incorporated into this Agreement as if set out in full herein.

- 5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the Joint Indemnity Agreement previously in effect between the parties hereto.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective _____, 2012, and shall remain in effect until June 30, 2014.
- 6.2 At the option of the Board of Supervisors and with the consent of the City Council, this Agreement may be renewable for successive periods not to exceed five years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than 60 days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within 60 days of receipt of hereunder, and in such an event this Agreement shall terminate 60 calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The City shall pay for the services provided under the terms of this service agreement at the rate established by the County's Department of Animal Care and Control and approved by the Auditor-Controller.
- 8.2 The rates indicated in the Service Level Request form shall be readjusted by the County annually effective the first day of July each year to reflect the cost of such service in accordance with the policies and procedures for

the determination of such rate as adopted by the County Board of Supervisors.

- 8.3 The City shall be billed based on the service level provided within the parameters of the Service Level Request form.
- 8.4 The cost of other services requested pursuant to this Agreement and not set forth in the Service Level Request form shall be determined by the County's Department of Animal Care and Control and in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the County of Los Angeles Department of Animal Care and Control, shall render to said City within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within 30 days after date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 15 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.
- 9.3 Interest shall be calculated at the rate of seven percent (7%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 9.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

10.0 ENTIRE AGREEMENT

- 10.1 This Agreement and Attachment A hereto, constitute the complete and exclusive statements of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF _____

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Agreement to be subscribed by its Chair and the City has caused this Agreement to be subscribed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
MARCIA MAYEDA
Director, Animal Care and Control

CITY OF _____

By _____
City of _____, City Manager

ATTEST:

By _____
City Clerk Date

By _____
City Attorney Date

APPROVED AS TO FORM:

JOHN KRATTLI
Acting County Counsel

By _____
Principal Deputy County Counsel

SAMPLE

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL

AND

THE CITY OF

 FY 2012-13 SERVICE LEVEL REQUEST
Part One: Billing Rates for the period July 1, 2012, through June 30, 2013

Kennel Services*	
Dog and Cat per day	\$15.93
Other animals per day	\$ 7.51
Observation per day	\$19.12
Dog license processing per license	\$ 2.41
Dead animal disposal per animal	\$11.12
Field Services per hour	\$81.65
Animal License Field Enforcement Canvassing per hour	\$62.12
Liability Trust Fund (applied to Field Services and Animal License Field Enforcement Canvassing hourly amounts only)	4%

Part Two: Annual/Amended Service Request Approval

Authorized Representative
(Printed Name)

Authorized Signature
(Signature)

Date

Title

Telephone Number

Part Three: Annual Service Level

Standard Shelter Services:

Full Service - All animals acquired in the field, within the boundaries of the City or determined to have originated within the boundaries of the City, may be impounded at a County animal care center. Impounded animals will be vaccinated and provided medical care, food, and shelter. The animal's picture will generally be posted on the Department's website to assist residents in reclaiming a lost or missing pet. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center are scheduled at the discretion of the Department. **See Part One for the associated shelter services billing rates.**
Primary animal care center*: (Name of animal care center)

*The Department shall take reasonable action to shelter all animals at this location. There may be circumstances in which the Department must shelter animals at an alternate location. In general, such sheltering shall be temporary and animals shall subsequently be transferred to the primary animal care center.

Contract cities are charged for the first five days of care for animals impounded within the city's jurisdiction. If an animal leaves our care earlier for any reason, cities will be charged based upon the actual number of days (1-4). If an animal is redeemed, the redemption fees collected from owners will be credited to the city (up to ten days). The County assumes liability and disposition of these animals after five days with the exception of animals held as a result of a seizure or criminal case, abandoned animals, observation animals (quarantine), potentially dangerous or vicious dogs, and return to owner animals.

Below are the kennel services maximum number of days billed and the description:

*Kennel Services Description	Maximum number of days billed
Kennel Services: Stray or relinquished animals.	5 days
Private Veterinarian: If the owner is unable to be located and the injury or condition is life threatening and the scene of the incident is not in the vicinity of a County animal care center, or if the medical staff at the animal care center are not available, the animal will be taken to the nearest private contract veterinarian. Cities will be charged for the private contracted veterinarian visit.	5 days
Observation Animals: Animal bite that causes any penetration of the skin by teeth which requires a bite report be taken and the animal quarantined. The animal will be placed in quarantine confinement and observed for ten (10) days minimum from the date of the bite at the discretion of the Department of Veterinary Public Health.	10 days
Return to Owner Animal: The owner or person entitled to the custody of any animal impounded can redeem such animal by paying impound and boarding fees accruing up to the time of such redemption.	10 days
Abandoned Animals: Hold at least fifteen (15) calendar days; determine whether the owner had an agreement with someone to care for the animal in their absence, post a Form 58 (Notice of Impoundment) at the premises for the owner if they return, and mail a registered or certified letter to the last address	15 days
Special Intake: Confiscated, Court Case, Police Request, Owner Arrested, Potentially Dangerous or Vicious Dog	Unlimited days

Field Services:

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10 - Animals, and all amendments, except as otherwise agreed to by the parties in this Service Level Request.

- Standard Service Plan - Includes answering calls for service (24 hours per day, daily); dispatching or assigning field staff; and performance of duties in the field based on priority, location, and availability of staff.
- Limited Standard Service Plan:
 - Daily between the hours of ____ (a.m./p.m.) and ____ (a.m./p.m.)
 - Weekend days and holidays
 - Emergency Services - As needed
 - Humane Investigations and Prosecution - As needed

Regular Business hour contact information:

Department Name: _____

Telephone: _____

Address: _____

Outreach and Enforcement Services:

County will enforce the fees set forth in Los Angeles County Code Section 10.90.010 et seq. unless the City provides an alternate fee schedule approved by the City and provided to the County.

Canvassing (Animal License Field Enforcement)

License Canvassing Services - Provides for dedicated staff to perform license enforcement activities (issuing new licenses, license renewals, collecting delinquency charges and other fees) in the field.

- Authorized Canvassing Services
 - County and City shall subsequently agree to the time and scope of this service.
- No Canvassing Services

Animal Facility Licensing

Animal Facility Licensing Services - Provides for dedicated staff to perform animal facility inspection and licensing to any lot, building, structure, enclosure, or premises for any animal related business or organization which is required to be licensed. The animal facility licensing staff inspects animal related facilities annually and when otherwise necessary, to ensure the health and safety of the public and animals. Businesses are provided a letter grade based on the results of the inspection. Animal facility licenses are generally valid for one year from the date of issue. The Department will inspect animal facilities and any revenues collected will offset services.

- Animal Facility Licensing
 - Licensing and Inspection/Grading Services
- No Animal Facility Licensing

Clinics

- Vaccination Clinic(s) will be requested to be conducted within your jurisdiction

Note: Canvassing charges apply to Vaccination Clinics conducted within your jurisdiction.

- No Vaccination Clinics

Part Four: License Information (required if the Department manages City licensing)

Standard Licensing Services:

License renewal notices are mailed or transmitted to the animal owner of record, the renewal and payment is received and processed annually on a fee per license basis. Licenses will be required before an animal will be released to a resident of a City participating in the Standard Licensing Services program. Fees from licenses collected will be credited to the City monthly in arrears.

- City has adopted the license fees outlined in Title 10 of the Los Angeles County Code

Altered Dog	\$ <u>20.00</u>	Altered Cat	\$ <u>5.00</u>
Unaltered Dog	\$ <u>60.00</u>	Unaltered Cat	\$ <u>10.00</u>
Senior* Dog	\$ <u>7.50</u>	*Senior age is defined as <u>60</u> years.	
Delinquency Charge	\$ <u>Equal to Amount of License</u>		
Delinquency Charge applies after: <u>10 days</u>			
Field Enforcement Fee	\$ <u>40.00</u> (licensing initiated in the field)		

- City has adopted the following license fees:

Altered Dog	\$ _____	Altered Cat	\$ _____
Unaltered Dog	\$ _____	Unaltered Cat	\$ _____
Senior* Dog	\$ _____	Senior* Cat	\$ _____
_____	\$ _____	_____	\$ _____
*Senior age is defined as _____ years.			
Delinquency Charge	\$ _____		
Delinquency Charge applies after: _____ days.			
Field Enforcement Fee	\$ _____ (licensing initiated in the field)		

Current license fees adopted by the City on _____, 20____.

- No Animal Licensing Services

Records:

Upon reasonable notice, the Department shall make available to City of _____ authorized representatives for examination, audit, excerpt, copy, or transcription any pertinent transaction, activity, or other record relating to this Agreement. The City of _____ shall ensure such records are handled in a manner consistent with all applicable privacy laws and any other laws related to public records.

Part Six: Contact Information

Primary Contact

Name: _____

Address: _____

Telephone: (____) _____

Alt. Telephone: (____) _____

E-mail: _____

Alternate Contact

Name: _____

Address: _____

Telephone: (____) _____

Alt. Telephone: (____) _____

E-mail: _____

WD:in:\Contract Cities